



ENTERPRISE AGREEMENT

Version 2022-03-25

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING AND/OR USING SOFTWARE OR SERVICES FROM UMH. BY USING UMH SOFTWARE OR SERVICES, CLIENT SIGNIFIES ITS ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT AND ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS AGREEMENT. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF CLIENT DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT USE UMH SOFTWARE OR SERVICES. THIS AGREEMENT INCORPORATES THE PRODUCT APPENDICES IN THIS AGREEMENT.

The Agreement (as further described in Section 1.2 below) is between the Client and UMH Systems GmbH ("UMH") and addresses unique commercial considerations that apply to UMH Products, open source software, and UMH's subscription business model.

1. The Mechanics of the Agreement

- 1.1. **Ordering.** The Agreement applies to UMH Products that you purchase or otherwise acquire the right to access or use, including Subscriptions, Professional Services, Training Services, Online Services and other UMH offerings, whether obtained directly from UMH or from a Business Partner. You may order UMH Products directly from UMH by submitting an Order Form or from a Business Partner using the Business Partner's ordering procedure. Affiliates of either party may conduct business under the Agreement by signing an Order Form or other document that references these General Terms and may include additional terms relating to pricing local requirements or other transaction details. Specific pricing established in an Order Form does not extend globally unless specifically agreed by the parties.
- 1.2. **Structure.** The Agreement consists of three components (a) these General Terms; (b) the Product Appendices (which may include end user license agreements and supported life cycles) applicable to Your Products; and (c) if applicable, all Order Forms. Certain terms are defined in the Definitions section at the end of the General Terms. If you order UMH Products from a Business Partner, any agreement that you enter into with the Business Partner is solely between you and the Business Partner and will not be binding on UMH, (except to the extent that your agreement with a Business Partner references this Agreement)
- 1.3. **Entities.** This Enterprise Agreement shall apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB).



- 1.4. **Future transactions.** This Enterprise Agreement shall also apply to all future transactions with the Purchaser, insofar as these are legal transactions of a related nature.

2. Term

- 2.1. **Agreement Term.** The Agreement begins on the Effective Date and continues until it is terminated as set forth below.
- 2.2. **Services Term.** Unless otherwise agreed in writing, a Service that you order will start at the earliest of (a) your first use of the Service; (b) the date you purchased the Service; or (c) the start date contained in the Order Form, and, will end at the expiration of the Services Term unless sooner terminated as set forth below. Subscriptions automatically renew for successive terms of the same duration as the original Services Term, unless either party gives written notice to the other party of its intention not to renew at least thirty (30) days before the expiration of the applicable Services Term. Any Services that you order must be consumed during the applicable Services Term and any unused Services will expire.

3. Fees and Payment

- 3.1. **Payment of Fees.** Section 3.1 applies only to UMH Products ordered directly from UMH. The payment terms applicable to UMH Products purchased from a Business Partner are included in your Business Partner agreement.
 - a. Unless otherwise set forth in an Order Form, you agree to pay Fees (1) for Professional Services and Training Services at the time of your order; and (2) for all other UMH Products, no later than 10 days after the date of UMH's invoice. Credit is subject to UMH's approval and UMH may change credit terms
 - b. Fees do not include reasonable out-of-pocket expenses, shipping costs, Taxes, or service provider fees (such as payment processor or vendor management) and you agree to pay or reimburse UMH for such amounts. You must pay the Fees and expenses without withholding or deduction. If you are required to withhold or deduct any Taxes from the Fees or expenses, then you agree to increase the amount payable to UMH by the amount of such Taxes so that UMH receives the full amount of all Fees and expenses. All Fees, expenses and other amounts paid under the Agreement are non-refundable. The Software Subscription Fees are for Services; there are no Fees associated with the Software licenses.
 - c. If you are purchasing by credit card, then you (1) authorize UMH to charge your credit card for all amounts due; and (2) agree to provide updated credit card information to UMH as needed to pay the Fees or other amounts owed.
- 3.2. **Basis of Fees.** Fees are determined by counting the Units associated with the applicable UMH Product, as described in the Product Appendix and/or Order Form.



For example, Subscriptions may be priced based on the number of physical or virtual nodes. You agree to order and pay for the appropriate type and quantity of UMH Products based on the Units you use or deploy. If during the term of the Agreement, the number of Units you use or deploy exceeds the number of Units you have ordered and paid for, you will promptly report to UMH or a Business Partner the number of additional Units used or deployed and the date(s) on which they were used or deployed. UMH (or the Business Partner) will invoice you and you agree to pay for the additional Units. If you purchase UMH Products through the a marketplace, you agree that information relating to your use of UMH Products may be shared with UMH Affiliates or the applicable Business Partner for billing and metering purposes.

4. Termination

- 4.1. **Termination for Cause.** Either party may terminate the Agreement (in whole or with respect to any Order Form or UMH Product, whether obtained from UMH or a Business Partner) by notice to the other party if (a) the other party materially breaches the Agreement, and does not cure the breach within thirty (30) days after written notice (except in the case of a breach of Section 8 in which case no cure period will apply);, or (b) to the extent permitted by applicable law, the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In addition, UMH may, at its option and without limiting its other remedies, suspend (rather than terminate) any Services if you breach the Agreement (including with respect to payment of Fees) until the breach is remedied.
- 4.2. **Termination for Convenience.** Either party may terminate the Agreement by notice to the other party at any time if all Services Terms have expired.
- 4.3. **Effect of Termination; Survival.** The termination or suspension of an individual Order Form, Business Partner order, or any UMH Products purchased from UMH or a Business Partner will not terminate or suspend any other Order Form, Business Partner order, UMH Product or the remainder of the Agreement unless specified in the notice of termination or suspension. If the Agreement is terminated in whole, all outstanding Order Form(s), Business Partner orders and Services will terminate. If this Agreement, any Order Form or Business Partner order is terminated, you agree to pay for all Units that you used or deployed or that were provided by UMH up to the effective date of termination. Sections 1.2, 3, 4.3, 5.2, 5.3, 7 (to the extent set forth therein), 8, 9 (to the extent set forth therein) and 10 - 13 will survive the termination of this Agreement.

5. Representations and Warranties

- 5.1. UMH represents and warrants that (a) it has the authority to enter into this Agreement; (b) the Services will be performed in a professional and workmanlike manner by qualified personnel; (c) to its knowledge, the Software does not, at the



time of delivery to you, include malicious mechanisms or code for the purpose of damaging or corrupting the Software; and (d) the Services will comply in all material respects with laws applicable to UMH as the provider of the respective Services. Client represents and warrants that (a) it has the authority to enter into this Agreement; and (b) its use of UMH Products will comply with all applicable laws, and it will not use the UMH Products for any illegal activity.

- 5.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5.1, THE UMH PRODUCTS ARE PROVIDED “AS IS” AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, AND UMH DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY THE COURSE OF DEALING OR USAGE OF TRADE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UMH AND ITS SUPPLIERS DO NOT REPRESENT OR WARRANT THAT THE UMH PRODUCTS WILL BE UNINTERRUPTED, SECURE, ERROR FREE, ACCURATE, COMPLETE, COMPLY WITH REGULATORY REQUIREMENTS, OR THAT UMH WILL CORRECT ALL ERRORS. IN THE EVENT OF A BREACH OF THE WARRANTIES SET FORTH IN SECTION 5.1, YOUR EXCLUSIVE REMEDY, AND UMH’S ENTIRE LIABILITY WILL BE THE RE-PERFORMANCE OR RE-DELIVERY OF THE DEFICIENT UMH PRODUCT, OR IF UMH CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, TERMINATION OF THE RELEVANT UMH PRODUCT, IN WHICH CASE YOU MAY RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE DEFICIENT UMH PRODUCT AS OF THE EFFECTIVE DATE OF TERMINATION.
- 5.3. The UMH Products have not been tested in all situations under which they may be used. UMH will not be liable for the results obtained through use of the UMH Products and you are solely responsible for determining appropriate uses for the UMH Products and for all results of such use. In particular, UMH Products are not specifically designed, manufactured or intended for use in (a) the design, planning, construction, maintenance, control, or direct operation of nuclear facilities; (b) aircraft control, navigation, or communication systems; (c) weapons systems; (d) direct life support systems; or (e) other similar hazardous environments.

6. UMH Online Properties.

- 6.1. You may be required to create an account to access UMH websites and portals. You will provide accurate information when creating an account. You will not access or create multiple accounts in a manner that is (a) intended to avoid, or has the effect of avoiding, payment of Fees; (b) circumventing thresholds or Unit limitations associated with your account; or (c) intended to violate the Agreement. You are solely responsible for all activities in connection with your account and will notify UMH promptly if you become aware of any unauthorized use. Your use and access may also be subject to the Product Appendices applicable to the UMH Product.



7. Confidentiality

- 7.1. Recipient (a) will not disclose Confidential Information of Discloser to any third party unless Discloser approves the disclosure in writing or the disclosure is otherwise permitted under this Section 7; (b) will use the same degree of care to protect Confidential Information of Discloser as it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care; and (c) may disclose Confidential Information of the Discloser only to its employees, Affiliates, agents, and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation (or other professional obligation) to keep such information confidential using standards of confidentiality no less restrictive than those required by this Section 8. These obligations will continue for a period of two (2) years following initial disclosure of the particular Confidential Information. A Recipient may disclose Confidential Information if it is required to do so by applicable law, regulation or court order but, where legally permissible and feasible, will provide advance notice to the Discloser to enable the Discloser to seek a protective order or other similar protection.
- 7.2. Information is not Confidential Information, if (a) the information is or becomes publicly available other than as a result of the Recipient's breach of this Agreement; (b) the Recipient, at the time of disclosure, knows or possesses the information without obligation of confidentiality or thereafter obtains the information from a third party not under an obligation of confidentiality; (c) the Recipient independently develops the information without use of the Discloser's Confidential Information; (d) the information is generally known or easily developed by someone with ordinary skills in the business of the Recipient; or (e) the information is licensed under an open source license (as defined by the Open Source Initiative (<https://opensource.org/>)).
- 7.3. Confidential Information that is disclosed prior to termination of this Agreement will remain subject to this Agreement for the period set forth above. Upon written request of the Discloser, the Recipient will promptly return or destroy all Confidential Information, except for Confidential Information stored in routine back-up media not accessible during the ordinary course of business.

8. Client Information, Feedback, Reservation of Rights, & Review

- 8.1. **Client Information.** If you provide Client Information in connection with your use of or access to UMH Products, UMH, its Affiliates, and Suppliers may use such Client Information in connection with the UMH Products (subject to Section 8 with respect to disclosure of Client Information that constitutes Confidential Information). You represent and warrant that your provision (and UMH's use) of Client Information under this Agreement will not require any additional consents or licenses, will comply with applicable law, and will not violate any intellectual property, proprietary, privacy,



or other right of any third party. As between UMH and you, subject to the rights granted in this Section, you retain all of your rights in and to Client Information. You acknowledge that to provide the Services, it may be necessary for Client Information to be transferred between UMH, its Affiliates, Business Partners and Suppliers, which may be located worldwide.

- 8.2. **No Personal Data.** You agree not to provide to UMH personal data subject to the General Data Protection Regulation (the "GDPR") or a similar law requiring a contract governing the processing of personal data, between you and UMH where UMH is acting as a processor (as such term is defined in the GDPR or the applicable law) on behalf of you as part of the Services. In the event of a change where UMH will act as a processor of personal data, you will notify UMH in advance in writing and the parties shall agree on the terms of a data processing addendum, which will amend this Agreement, as is reasonably required to comply with GDPR and similar data protection laws, if applicable.
- 8.3. **Feedback.** You may voluntarily provide UMH with Feedback in connection with UMH Products, but have no obligation to do so. If you choose to do so, UMH may use Feedback, subject to applicable laws, for any purpose, including incorporating the Feedback into, or using the Feedback to develop and improve, UMH Products and other UMH offerings without attribution or compensation. You grant UMH a perpetual and irrevocable license to use all Feedback for any purpose. You agree to provide Feedback to UMH only in compliance with applicable laws and you represent that you have the authority to provide the Feedback and that Feedback will not include proprietary information of a third party.
- 8.4. **Reservation of Rights.** UMH grants to you only those rights expressly granted in the Agreement with respect to the UMH Products and reserves all other rights in and to the UMH Products (including all intellectual property rights). UMH may collect and use for any purpose aggregate anonymous data about your use of the UMH Products. Nothing in this Agreement will limit UMH from providing software, materials, or services for itself or other clients, irrespective of the possible similarity of such software, materials or services to those that might be delivered to you. Nothing will prohibit or restrict either party's right to develop, use or market products or services similar to or competitive with the other party; provided, however, that neither party is relieved of its obligations under Section 8 of this Agreement.

9. Review

- 9.1. While the Agreement is in effect and for one (1) year thereafter, UMH or its designee, acting in accordance with Section 7, may inspect your facilities and records to verify your compliance with this Agreement. You agree to (a) respond promptly to requests for information, documents and/or records; (b) grant appropriate access for on-site visits in order to verify your compliance; and (c) reasonably cooperate in connection with any such verification. UMH will provide at least ten (10) days prior written notice



for any on-site visits, and will conduct on-site visits during regular business hours in a manner that reasonably minimizes interference with your business. If UMH notifies you of any noncompliance or underpayment, then you will resolve the non-compliance and/or underpayment within fifteen (15) days from the date of notice. If the underpayment exceeds five percent (5%), then you will also reimburse UMH for the cost of the inspection.

10. Limitations

- 10.1. **DISCLAIMER OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR ITS AFFILIATES, WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES FOR LOST OR DAMAGED DATA, LOST PROFITS, LOST SAVINGS OR BUSINESS OR SERVICE INTERRUPTION, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 10.2. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UMH'S AND ITS AFFILIATES' TOTAL AND AGGREGATE LIABILITY WITH RESPECT TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES RECEIVED BY UMH WITH RESPECT TO THE PARTICULAR UMH PRODUCT GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT(S) DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM; PROVIDED THAT IN NO EVENT WILL UMH'S AND ITS AFFILIATES' TOTAL AND AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE FEES RECEIVED BY UMH DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY UNDER THIS AGREEMENT. THIS LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHER LEGAL THEORY. THESE LIMITATIONS DO NOT EXCLUDE OR LIMIT LIABILITY FOR (A) PERSONAL INJURY OR DEATH TO THE EXTENT THAT SUCH INJURY OR DEATH RESULTS FROM THE NEGLIGENCE OR WILLFUL DEFAULT OF UMH, ITS AFFILIATES, OR SUBCONTRACTORS; (B) ANY FRAUDULENT MISREPRESENTATION UPON WHICH THE CLAIMING PARTY CAN BE SHOWN TO HAVE RELIED; OR (C) ANY OTHER LIABILITY WHICH IS NOT PERMISSIBLE AT LAW.

11. Governing Law and Claims.

- 11.1. The Agreement, and any claim, controversy or dispute arising out of or related to the Agreement, are governed by and construed in accordance with the laws of Germany without giving effect to any conflicts of laws provision. To the extent permissible, the United Nations Convention on Contracts for the International Sale of Goods will not apply, even if adopted as part of the laws of Germany. Any claim, suit, action or proceeding arising out of or relating to this Agreement or its subject matter will be



brought exclusively in the courts of Germany and each party irrevocably submits to the exclusive jurisdiction and venue. No claim or action, regardless of form, arising out of or related to the Agreement may be brought by either party more than one (1) year after the party first became aware or reasonably should have been aware of the basis for the claim. To the fullest extent permitted, each party waives the right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

12. Miscellaneous

- 12.1. **Notices.** Notices must be in English, in writing, and will be deemed given upon receipt, after being sent using a method that provides for positive confirmation, including through an automated receipt or by electronic log, to the address(es) or email address provided by you. Any notice from you to UMH must include a copy sent to: UMH Systems GmbH., Attention: CEO, Vaalser Straße 460, 52074 Aachen. Billing notices to you will be addressed to the billing contact designated by you.
- 12.2. **Assignment.** Upon written notice, either party may assign this Agreement to (a) an Affiliate; or (b) a successor or acquirer pursuant to a merger or sale of all or substantially all of such party's assets if, in each case, the assignee's financial condition and creditworthiness are deemed sufficient by the non-assigning party and the assignment will not affect the non-assigning party's obligations under the Agreement. Any other assignment will be deemed void and ineffective without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon and will insure to the benefit of the parties and their respective successors and permitted assigns.
- 12.3. **Waiver.** A waiver by a party under this Agreement is only valid if in writing and signed by an authorized representative of such party. A delay or failure of a party to exercise any rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights
- 12.4. **Independent Contractors.** The parties are independent contractors and nothing in the Agreement creates an employment, partnership or agency relationship between the parties or any Affiliate. Each party is solely responsible for supervision, control and payment of its personnel. UMH may subcontract Services to third parties or Affiliates as long as (a) subcontractors agree to protect Confidential Information; and (b) UMH remains responsible to you for performance of its obligations.
- 12.5. **Third Party Beneficiaries.** The Agreement is binding on the parties to the Agreement and, other than as expressly provided in the Agreement, nothing in this Agreement grants any other person or entity any right, benefit or remedy.
- 12.6. **Force Majeure.** Neither party is responsible for nonperformance or delay in performance of its obligations (other than payment of Fees) due to causes beyond its reasonable control.



- 12.7. **Complete Agreement and Order of Precedence.** The Agreement represents the complete agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and proposals, whether written or oral, with respect to such subject matter. Any terms contained in any other documentation that you deliver to UMH, including any purchase order or other order-related document (other than an Order Form), are void and will not become part of the Agreement or otherwise bind the parties. If there is a conflict between the General Terms, the Product Appendices and/or an Order Form, the General Terms will control unless otherwise expressly provided in the Product Appendices or Order Form.
- 12.8. **Counterparts.** The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same document. The parties may exchange signature pages by email or electronic signature process and such signatures will be effective to bind the parties to the Agreement.
- 12.9. **Severable.** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will remain in effect to the greatest extent permitted by law.
- 12.10. **English Language.** The Agreement has been negotiated by the parties in English. The parties confirm that it is their wish that the Agreement, as well as all other documents relating thereto, have been and shall be drawn up in the English language. The English language version of the Agreement will prevail in all respects over any translation, and all other versions are for convenience only and are not binding.
- 12.11. **Offer.** If an order is to be qualified as an offer according to Section 145 of the German Civil Code (BGB), we can accept this within two weeks.
- 12.12. **Conditions of purchase.** Counter-confirmations of the customer with reference to his terms and conditions of business or purchase are hereby expressly contradicted.

13. Definitions

- 13.1. "Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where "control" is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
- 13.2. "Agreement" has the meaning as set out in Section 1.2.
- 13.3. "Business Partner" means a cloud provider, distributor, reseller, OEM or other third party authorized to resell or distribute UMH Products
- 13.4. "Business Partner order" means an order for a UMH Product placed through a Business Partner.
- 13.5. "Client", "Customer", or "you" means the person or entity acquiring the right to use or access the UMH Products and which is a party to this Agreement.



- 13.6. "Client Information" means any data, information, software or other materials that you provide to UMH under the Agreement.
- 13.7. "Confidential Information" means information disclosed by the Discloser to the Recipient during the term of the Agreement that (a) is marked confidential; (b) if disclosed orally, is clearly described as confidential at the time of disclosure and is subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure; or (c) is of a nature that the Recipient knows is confidential to the Discloser or should reasonably be expected to know is confidential.
- 13.8. "Discloser" is a party disclosing Confidential Information under this Agreement.
- 13.9. "Effective Date" means earliest of (a) the date of the last signature on this Agreement or an Order Form; (b) your online acceptance of the Agreement; or (c) when you first receive access to a UMH Product.
- 13.10. "Feedback" means any ideas, suggestions, proposals or other feedback you may provide regarding UMH Products.
- 13.11. "Fees" means the amounts paid or to be paid by Client to UMH (directly or through a Business Partner) for UMH Products.
- 13.12. "General Terms" means the terms contained in Sections 1 – 13 of this document.
- 13.13. "Online Services" means UMH branded cloud or hosted offerings.
- 13.14. "Order Form" means UMH's standard ordering document(s) or online purchasing form used to order UMH Products.
- 13.15. "Product Appendices" means (a) the UMH Product Appendices set forth here: <https://www.umh.app/terms-and-conditions> as such appendices may be updated by UMH from time to time; or (b) for Professional Services, that are incorporated into an applicable statement of work.
- 13.16. "Professional Services" means consulting services provided by UMH.
- 13.17. "Recipient" is the party receiving Confidential Information under this Agreement.
- 13.18. "UMH Products" means Software, Services and other UMH branded offerings made available by UMH.
- 13.19. "Service(s)" means UMH branded services offered as Subscriptions, Professional Services, Training Services Online Services or other services offered by UMH.
- 13.20. "Services Term" means the period during which you are entitled by UMH to use, receive access or consume a particular UMH Product pursuant to an Order Form or Business Partner order.
- 13.21. "Software" means UMH branded software that is included in UMH Product offerings.
- 13.22. "Subscription" means a time bound UMH Product offering.
- 13.23. "Supplier" means a third party that provides services to UMH in order for UMH to offer Services to its customers and/or Business Partners.
- 13.24. "Taxes" means any form of taxation of whatever nature and by whatever authority imposed, including any interest, surcharges or penalties, arising from or relating to



this Agreement or any UMH Products, other than taxes based on the net income of UMH.

- 13.25. "Training Services" means access to UMH training courses, including online courses or courses provided at a site as may be agreed by the parties.
- 13.26. "Unit" means the basis upon which Fees are determined for UMH Products as set forth in Product Appendices or an Order Form
- 13.27. "Your Products" means the UMH Products that you have purchased, licensed, or otherwise acquired the right to access or use.